SETTLEMENT AGREEMENT – FINAL RECEIPT AND RELEASE OF LIABILITY

K-WC Form D (Rev. 6-12)

The Kansas Workers Compensation law provides that compensation due may be settled by agreement and that the employer is entitled to a receipt and release of liability upon final payment of compensation due, and that such final receipt and release of liability shall be filed by the employer in the office of the Director of Workers Compensation within sixty (60) days after the date of the execution of the same, and that such agreement, final receipt and release of liability is made subject to the approval of the Director that the correct amount of compensation has been paid as required by law, and will automatically become approved by law unless disapproved by the Director within twenty (20) days of the date it is received by that office.

COMPLETION OF THIS REPORT IS REQUIRED BY LAW.

51-3-2 Final receipt and release of liability. A final receipt and release of liability shall cover all compensation paid and shall not be taken until the disability has terminated, or in case of permanent partial disability, until a final determination of the percentage of that permanent partial disability can be definitely ascertained. No compromise settlements shall be made on a final receipt and release of liability. The physician's report or reports accompanying the final receipt and release of liability shall conform to the amount paid for the disability except when the rating is an average of the ratings expressed by the doctors.

Dates and figures required shall be specific and accurate, and only in exceptional instances where explanation is necessary may insertions or additions be made.

The final receipt and release of liability shall be signed by the claimant and the signature shall be notarized. The final receipt and release of liability form shall be accompanied by a physician's final report and by an accident report if the report has not already been filed with the Division of Workers Compensation. (Authorized by K.S.A. 44-573; implementing K.S.A. 44-527; effective Jan. 1, 1966; amended Jan. 1, 1973; amended Feb. 15, 1977; amended May 1, 1978; amended May 1, 1983; amended June 21, 2002.)

NOTE (1): A physician's final report must accompany this agreement when it is filed with the Director for approval.

NOTE (2): No compensation other than medical is payable for the first week following the injury, except cases of amputation or death, unless temporary total loss continues for three consecutive weeks.

Federal Privacy Act Disclosure Section 7(a)(2)(B)

The mandatory requirement that Social Security numbers be included on forms filed with the Division of Workers Compensation is permitted by Section 7(a)(2)(B) of the Federal Privacy Act of 1974, since our regulations which require its disclosure were in existence before January 1, 1975. The number is used as a means of identifying all the various records in the Division of Workers Compensation pertaining to an individual.

The use of Social Security numbers is made necessary because of the large number of applicants who have similar names and birth dates, and whose identities can only be distinguished by the Social Security number.

SETTLEMENT AGREEMENT – FINAL RECEIPT AND RELEASE OF LIABILITY

K-WC Form D (Rev. 6-12)

1. Employer's name_____

   Address: Street_____ City_____ State_____ ZIP_____

2. Insurance carrier_____ Phone _____ (Ext.)_____

   Address_____ Ins. Co. File No._____

3. Injured worker_____ Social Security number_____

   Address: Street_____ City_____ State_____ ZIP_____

4. Nature of injury for which this claim for compensation is made_____

   _____

   _____

5. Date of injury_____

6. Last day employee worked_____

7. Date employee was able to return to work

   _____

8. Date employee returned to work_____

9. If employee worked between date of injury and last date of disability,

   give dates_____

   _____

10. Average weekly wage $_____

11. Weekly compensation rate $_____

NOTE: No compromise settlements shall be made on a final receipt and release of liability.

Compensation paid on the following basis:

12. _____weeks _____days
    temporary total disability..... $ _____

13. _____weeks _____days
    _____% temporary partial disability
    @_____ per week..... $ _____

14. _____weeks permanent partial disability for:
    Percent of amputation to _____
    _____
    _____% loss of use of _____ $ _____

TOTAL COMPENSATION..... $ _____

15. Hospital expense..... $ _____

16. Medical expense ..... $ _____

17. Other (specify)_____ $ _____

    Total Medical ..... $ _____

18. Is this a Release and Receipt for payments made on award of Director?_____

    If hearing(s) held, give date and place of hearing(s)_____

FINAL RECEIPT AND RELEASE OF LIABILITY

Received from (name of employer or insurance carrier)_____

the sum of _____ ($_____) making in all, with payments

already received a total sum of_____ ($_____)
IN FINAL RECEIPT AND RELEASE OF LIABILITY of this claim for compensation and any other claims for compensation heretofore made on account of any and all injuries and disability incurred by reason of the accident referred to in this instrument.

SIGNED, ACKNOWLEDGED AND AGREED by Employer and Worker this _____ day of _____A.D., 20_____

_____ Employer or Agent of employer and insurance carrier

_____ Worker

JURAT

State of Kansas, County of _____ss.

BE IT REMEMBERED, that on this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said county and state, came the above named worker, to me personally known to be the same person who signed, acknowledged and agreed to the foregoing instrument of writing and duly acknowledged that he understood and executed the same as of the date above written.

My commission expires: _____

Notary Public: _____

WAIVER OF RIGHTS

Initial
Below

____ 1. I am aware I have the right to a hearing before an Administrative Law Judge where I may receive an award of more, less or the same amount of money that I am receiving in this settlement. By settling this case I give up my right to a hearing.

____ 2. If I do not like the decision of that judge, I have a right to appeal the decision to the Kansas Workers Compensation Board. By settling this case I give up my right to an appeal.

____ 3. By giving up my right to a trial before an Administrative Law Judge, I understand that if my condition worsens, I cannot later ask the court to increase the amount of money awarded and received.

____4. I understand that I am giving up my right to any more medical treatment related to this injury. I understand I will be responsible for unpaid medical bills, even if they are related to this injury, that are not included in the Settlement Agreement Final Receipt and Release of Liability (Form D) or medical treatment expenses incurred after today's date relating to this injury.

____ 5. I understand I am giving up my right to use my $500.00 for unauthorized medical expenses to obtain a second opinion, but not a rating, from any doctor that I choose for medical conditions related to this injury.

____ 6. I understand that even though a doctor releases me and/or provides an impairment rating to my employer, I am not required to give up any right that I have under the Kansas Workers Compensation Act.

____ 7. I have read, or have had it read to me, and fully understand my impairment and/or disability rating.

____ 8. I have read and understand the medical reports attached to this Form D, or have had the medical reports read to me.

____ 9. I have read and understand the Form D entirely, or have had it read to me. I agree that the facts contained therein are true and acccurate and understand the terms of the settlement. I believe that this settlement is in my best interest and want this Form D approved by the Division of Workers Compensation.

_____
Worker

CERTIFICATION

State of _____, County of _____ ss.

BE IT REMEMBERED that on this _____ day of _____, 20 ____, before me the undersigned, a Notary Public in and for said county and state, came the above named worker, to me personally known to be the same person who signed, acknowledged and agreed to the Settlement Agreement Final Receipt and Release of Liability (Form D) and duly acknowledged that he understood and executed the same as of the date above written.

My commission expires: _____

Notary Public: _____